

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

File No. 27-CV-23-9758

City of Long Lake,

CASE TYPE:

Plaintiff,

v.

City of Orono,

Defendant.
-----**REPLY MEMORANDUM OF LAW IN
SUPPORT OF THE CITY OF LONG
LAKE'S MOTION FOR ORDER TO
SHOW CAUSE****INTRODUCTION**

Plaintiff City of Long Lake (“Long Lake”) respectfully submits this reply memorandum in support of its Motion for Order to Show Cause. Defendant City of Orono (“Orono”) goes to extraordinary lengths to place blame for its own unlawful actions on Long Lake. But neither the facts nor the law favor Orono. At best, Orono’s memorandum, and the self-serving declarations of Orono Mayor Dennis Walsh and Orono Fire Chief Van Eyll, mischaracterize conversations with a Long Lake firefighter and a former Orono Fire Department applicant. At worst, Orono and its representatives make misrepresentations to the Court to cover up its nefarious behavior. Orono supports its argument by cherry picking words and phrases from the preliminary injunction hearing, Long Lake’s motion documents, and the Court’s July 14, 2023 Order, but it fails to consider any of these filings as a whole. Most importantly, Orono apparently argues that because some Long Lake Firefighters applied to Orono in August that it was free to recruit them after that date in violation of the Temporary Injunction. The Order was not so limited, and Orono’s actions are contemptuous. As such, the Court should issue an Order to Show Cause and find Orono in civil contempt for its violations.

ARGUMENT

I. THE COURT SHOULD ISSUE AN ORDER HOLDING ORONO IN CONTEMPT BECAUSE ORONO VIOLATED THE COURT'S JULY 14, 2023 ORDER BY RECRUITING AND HIRING LONG LAKE FIREFIGHTERS

Orono admits that the Court's July 14, 2023 Order "enjoined Orono from **recruiting** Long Lake Firefighters to begin working for the Orono Fire Department and from using or hindering Long Lake's use of Fire Station 1 and Fire Station 2 before the end of the litigation." Defendant's Memorandum of Law ("Def. Mem. L.") at 1. Interestingly, Orono defines the term "solicit" in its motion documents but does not define "recruit," which is expressly used in the Court's Order. In relevant part, Merriam Webster defines "recruit" as "to fill up the number with new members;" "to secure the services of: Engage, *Hire*;" and "to seek to enroll."¹ These broad definitions encompass Orono's undisputed actions following the July 14, 2023 Order, and Orono should be held in civil contempt for its violations.

First, Orono, through Fire Chief Van Eyll, has admittedly recruited Long Lake firefighters in violation of the Court's Order. And, counsel's comments at the preliminary injunction hearing do not in any way modify the express language of the Court's Order granting Long Lake's preliminary injunction. Orono blames Long Lake for a situation entirely of its own creation: Orono unapologetically misrepresents a conversation between a Long Lake firefighter and a former Orono fire department applicant, and misstates a conversation between the Long Lake firefighter and Orono Mayor Walsh. Orono's attempt to shift blame to Long Lake and its firefighters is not persuasive. Orono has violated the Court's Order and it is clear that Orono intends to continue to violate the Order. As such, the Court should find Orono in contempt.

¹ *Recruit*, MERRIAM WEBSTER <https://www.merriam-webster.com/dictionary/recruit> (last visited October 30, 2023) (emphasis added).

A. Orono Fire Chief Van Eyll admittedly recruited Long Lake firefighters who were subsequently offered employment with the Orono Fire Department.

Orono argues that it “has not actively recruited Long Lake firefighters.” Def. Mem. L. at 1. Not only is Orono’s emphasis on “actively” irrelevant, but Chief Van Eyll admits to affirmatively reaching out to Long Lake firefighters to discuss employment with the Orono Fire Department. Declaration of James Van Eyll (“Van Eyll Decl.”) at ¶ 12. Orono argues that because each of the Long Lake firefighters already purportedly “applied” to the Orono Fire Department, this does not constitute a violation of the Court’s Order.

First, the Order does not include a safe harbor provision, such that if a Long Lake firefighter applied for employment but had not yet accepted employment, the firefighter could be recruited. The definition of “recruit” is broad. Chief Van Eyll’s September 20, 2023 text message had the intent of “fill[ing] up [the Orono Fire Department] with new members” and “secur[ing] the services of [the Long Lake firefighters].” *See* October 13, 2023 Declaration of Mayor Charlie Miner (“October 13 Miner Decl.”), Ex. B. Chief Van Eyll’s actions, by definition, were recruiting actions. It is irrelevant that these firefighters “already applied” to the Orono Fire Department. They had not been hired, and they did not individually reach out to Chief Van Eyll for information.

Irrelevance aside, Orono only submitted declarations from five Long Lake firefighters. *See* declarations of Justin Hinker, Michael Johnsrud, Ryan Kanive, James Seals, and Benjamin Veach. Chief Van Eyll also sent his recruiting text message to Jeff Krahl, Ben Carlson, and Tom Aldrich. November 1, 2023 Declaration of Mayor Charlie Miner (“Miner Decl.”) ¶ 16. Orono has failed to present any evidence to attempt to rebut Chief Van Eyll’s clear recruitment of these firefighters.

More so, at the Orono City Council meeting on October 9, 2023, Chief Van Eyll expressly discussed the recruiting tactics he has employed relative to the Long Lake firefighters. In response to a question from Councilmember Alisa Benson asking whether the “paid-on-call” candidates for

the Orono Fire Department were currently serving the LLFD, Chief Van Eyll responded that they were, “they last time I’ve spoke with them, they were still on the department.” Miner Decl. ¶ 3. Ms. Benson followed up, asking: “You spoke with them at a recruiting event?” Chief Van Eyll responded: “Multiple recruiting events, lunches, text messages for happy birthdays and happy anniversaries, those types of things.” Miner Decl. ¶ 3. In other words, Chief Van Eyll confirmed that he has been affirmatively reaching out to LLFD firefighters, that he *knew* these firefighters were current LLFD firefighters, and that he intended to recruit them for the Orono Fire Department.²

In short, Chief Van Eyll admits to sending a text message to Long Lake Firefighters to attend the Orono Fire Department Firefighter Recruitment Open House. His statement that he “did not view this text as a violation of this Court’s Order” because “these firefighters already had applied and were willing to be hired by the City of Orono” does not alter the fact that he sent a recruiting text message to Long Lake firefighters. Van Eyll Decl. ¶ 12. This is further confirmed by his next statement that he “wanted all or most of them [to attend the open house] so they could meet the non-LLFD firefighters.” Van Eyll Decl. ¶ 14. This is clearly recruitment. In fact, this text message was a direct attempt to solidify the Long Lake firefighters’ decision to join the Orono fire department. It does not matter that each firefighter already applied: They were not hired, and they had not accepted employment. And, the alleged applicants were still getting to know the people who might be their coworkers. Chief Van Eyll’s admitted actions, both inviting Long Lake firefighters to the Open House, and otherwise affirmatively contacting Long Lake firefighters at

² As a clear example of this type of behavior, Chief Van Eyll left a now former Long Lake firefighter a voicemail in August 2023 wishing him “happy birthday” and mentioning he heard the firefighter recently resigned from the LLFD. Miner Decl. ¶ 4. He said that if he had “any questions” he could talk to Chief Van Eyll. Miner Decl. ¶ 4. But at the time Chief Van Eyll called this firefighter, he had not resigned from the LLFD. Miner Decl. ¶ 5. This is just one example of how Chief Van Eyll has been connecting with Long Lake firefighters and actively recruiting them.

other “recruiting events, lunches,” and through personal text messages and phone calls, were expressly prohibited by the Order.

Additionally, it has become apparent to Long Lake that Chief Van Eyll has been hiding language that the Orono Fire Department has been using to advertise the Orono Fire Department’s “Open House(s).” Miner Decl. ¶¶ 7–15. In a multitude of online advertisements, flyers, social media posts, emails, even the sign-in sheet at one of these “Open House(s),” and in the text message sent to seven Long Lake firefighters, the Orono Fire Department refers to these events as “Firefighter **Recruitment** Open House(s).” See Miner Decl. Exs. A–G.

B. Orono’s interpretation of the Order, based upon the arguments of counsel at the preliminary injunction hearing, is not binding.

Likely because Orono realizes that recruiting and hiring Long Lake firefighters violates the Court’s Order, Orono pivots its argument to attack what Long Lake’s counsel argued at the hearing. Def. Mem. L. at 2–3. But even counsel’s arguments at the hearing do not support Orono’s position that the Order allows Orono to recruit and hire Long Lake firefighters.

First, Orono claims that Long Lake seemingly agreed that Orono can “advertis[e] generally for firefighters.” *Id.* at 2. The Court further asked: “What if [Orono] generally advertises for firefighters, and [Long Lake’s] firefighters respond?” Long Lake’s counsel responded: “I don’t know that that is something we can preclude, Your Honor.” *Id.* at 3. But this argument is inapposite. Orono’s actions, via Chief Van Eyll’s text message to, and other admitted contact with, Long Lake firefighters goes beyond “advertising generally for firefighters.” Chief Van Eyll made undisputed intentional, direct contact with Long Lake firefighters, and this is prohibited.

Next, Orono argues that by virtue of its motion, Long Lake asks the Court to add language to its Order that “[Long Lake] initially did not request.” This is not persuasive for a number of reasons. As an initial matter, the Court’s Order, not counsel’s argument, is binding on the parties.

And, the Court’s Order expressly precludes recruiting and hiring Long Lake firefighters. *See e.g.*, Order at 2 (“The City of Orono is temporarily enjoined from recruiting Long Lake firefighters to begin working for the Orono Fire Department.”), at 26 (“If Long Lake is unable to maintain a full roster of firefighters, **due to Orono’s hiring of those firefighters for its own department**, Long Lake’s ability to continue to perform its contractual obligations to all of the contracting cities throughout the remainder of the contractual term will likely be impaired.”) (emphasis added), and at 28–29 (“The citizens of both Long Lake and Orono are entitled to continue to receive essential fire protection services . . . and that enforcement of the parties’ obligations to honor their existing contracts will serve the public policy of ensuring all of the citizens of Long Lake and Orono will continue to receive the services to which they are entitled through the December 31, 2025 termination of those contracts.”).

Orono asserts that the Court cannot prohibit Orono from hiring firefighters because neither Long Lake’s Complaint nor its motion papers in support of its request for a preliminary injunction sought to prohibit hiring. This is not true. Long Lake’s Complaint and motion papers expressly include references to recruiting (and subsequently hiring) Long Lake firefighters. Moreover, the motion papers discuss *how* Orono’s actions in recruiting and hiring firefighters will prevent Long Lake from effectively performing under its contracts. Further, Long Lake unequivocally invites the Court to issue any injunctive relief “the Court may deem appropriate” in order to enforce the Contract for Fire Protection. *See* Index No. 2, ¶ 72–74 (“Orono has breached the Contract for Fire Protection and Addendum by systematically **working to hinder Long Lake’s ability to perform pursuant to its contractual obligations by, without limitation**, . . . recruiting LLFD firefighters . . . Long Lake seeks injunctive relief **as the Court may deem appropriate** in order to enforce the Contract for Fire Protection and Addendum and prevent further irreparable harm.”) (emphasis added). Hiring is invariably tied to recruiting; there is no harm in advertising alone, but in

recruiting and hiring Long Lake firefighters, which, as stated in Long Lake’s motion documents, “has the effect of stripping Long Lake’s ability to perform fire protection services.” *See* Index No. 4 at 2 (“[Orono’s] building a fire department ‘from scratch’ actually means . . . recruiting and hiring away Long Lake’s highly trained and experienced firefighters, which has the effect of stripping Long Lake’s ability to perform fire protection services.”)

Looking at the pleadings as a whole, Long Lake clearly expresses concern that if Orono **recruits and hires** Long Lake firefighters, it will not be able to perform its contractual obligations including providing fire protection services as contemplated by the Contract for Fire Protection and Addendum. Orono’s actions are why Long Lake immediately sought, and was granted, injunctive relief. And Long Lake expressly invited the Court to issue an order for injunctive relief “as the Court may deem appropriate.” The Court has done so, and it is indisputably binding on the parties.

Orono’s citation to *Roberg v. Cambride Co-op. Creamery Co.*, 67 N.W.2d 400, 403 (Minn. 1954) is misplaced. *Roberg* involves an action for breach of contract. The trial court found that there was no express contract between the parties and instead decided the case on the basis of *quantum meruit* and unjust enrichment. *Id.* at 232. Neither of these causes of action were plead by the plaintiff. The Minnesota Supreme Court noted that “[w]hile pleadings are to be more liberally construed under the new rules of civil procedure, they must still be framed so as to give fair notice of the claim asserted and permit the application of the doctrine of Res judicata.” *Id.* at 402. This is not applicable to the situation before the Court, in which the Court ordered a preliminary injunction based upon Orono’s breaches and likely future breaches of contracts—which was expressly included in Long Lake’s pleadings. More so, Long Lake’s pleadings and motion documents give Orono fair notice of the claims asserted against it.

C. Orono unapologetically misrepresents Cole Farley’s conversation with former Orono Fire Department Candidate, Blair Mileski, to further its own agenda and blame Long Lake for tension between the fire departments.

Orono misrepresents instances where “LLFD firefighters who have applied to Orono” face “persecution and harassment.” Def. Mem. L. at 6. Orono states that “Chief Van Eyll has been receiving reports from potential applicants that they are being ostracized and called ‘traitors’ by fellow firefighters and firefighter leaders for expressing their interest in serving” the Orono Fire Department. *Id.* Orono uses LLFD firefighter, Cole Farley, as an example. *See id.* (referencing Mr. Farley’s message to former Orono Fire Department candidate, Mr. Mileski, which stated: “I have always known that your decision making skills were sus, but now you’re not even trying.”) Mr. Farley already explained the context of this text message, a joke between friends, and Chief Van Eyll admitted that the text message was taken out of context by Orono leadership. October 13, 2023 Declaration of Cole Farley (“October 13 Farley Decl.”), ¶ 17 (“Chief Van Eyll acknowledged that he was aware that the text message from myself to my friend who applied with the Orono Fire Department was taken out of context.”)

Contrary to Orono’s assertions, Blair Mileski, the former Orono Fire Department Applicant knew that the message from Mr. Farley was made in jest. Declaration of Blair Mileski (“Mileski Decl.”), ¶ 7. Mr. Mileski did not feel threatened or harassed by this text message. Mileski Decl. ¶ 8. Mr. Mileski was considering working for the Orono Fire Department. Mileski Decl. ¶ 7. But upon learning that Chief Van Eyll and Mayor Walsh weaponized this private conversation between two friends for their own benefit, Mr. Mileski chastised Chief Van Eyll, telling him he “applied to be a firefighter not to be a pawn in this drama.” Mileski Decl. ¶ 10. Mr. Mileski subsequently withdrew his candidacy with the Orono Fire Department because “[he] completely lost [his] desire to work for Orono.” Mileski Decl. ¶ 13.

Chief Van Eyll’s and Mayor Walsh’s declarations, as well as Orono’s motion papers, make it sound as if Mr. Mileski withdrew his candidacy for the Orono Fire Department because of the treatment of Mr. Farley and others. Mr. Mileski has made it clear that the opposite is true; Mr. Mileski “decided [he] did not want to join the Orono fire due to [Chief Van Eyll] and the mayor’s actions.” Mileski Decl. ¶ 11. In fact, Chief Van Eyll even apologized to Mr. Mileski for taking Mr. Farley’s text message out of context and told him, “I hope you are able to allow me a second chance to earn your respect and confidence again.” Mileski Decl. ¶ 12.

Mayor Walsh’s self-serving declaration is filled with additional misstatements. Contrary to his assertion, during his September 26, 2023 call to Mr. Farley, Mayor Walsh did not explain that he was calling as a “friend.” November 1, 2023 Declaration of Cole Farley (“Farley Decl.”), ¶ 3. It is certainly notable that Mayor Walsh admits to calling Mr. Farley and telling him “if he or anybody ever got sued for workplace harassment or toxic workplace issues it would be a public record and nobody wants that on their record.” Declaration of Dennis Walsh ¶ 12. While Mr. Farley disputes the exact words that were said, the tone of the conversation was undoubtedly threatening. Farley Decl. ¶ 5. In fact, Mr. Farley was so disturbed and uncomfortable with this call that he called Mayor Walsh back a few minutes after the call had ended to tell him that his phone call was extremely offensive; Mayor Walsh “did not ask for any clarification or ask if I had any knowledge of the situation.” Farley Decl. ¶ 6.

Orono is correct, the situation between the LLFD and the Orono Fire Department has gotten toxic. But that is entirely attributable to Orono’s actions. Orono decided to create its own fire department at the expense of Long Lake—in its hiring of the former Long Lake fire chief, in its purchase of the ladder truck that Long Lake was interested in purchasing, in its request to transfer Long Lake pension funds to Orono, in its denial of capital budgets and purchases, and in its recruitment and hiring of Long Lake firefighters.

The situation is entirely one that Orono created, and Orono continues to add fuel to the fire by directly contacting and recruiting Long Lake Fire Department members in violation of this Court's Order. Orono's attempt to pass the blame to Long Lake is disingenuous. Orono has violated the Court's Order and should be held in contempt.

II. ANY CONSTRUCTION ON OR NEAR FIRE STATION 2 SHOULD NOT BE PERMITTED WITHOUT LONG LAKE'S CONSENT

The parties agree that the Order expressly enjoins Orono from "using, or hindering the City of Long Lake's use of, Fire Station 1 and Fire Station 2 before the end of this litigation, except to the extent the City of Long Lake agrees to such use." Order ¶ 4; Def. Mem. L. at 11.

As a practical matter, Orono's claim that any construction on or near Fire Station 2 will not hinder Long Lake's use of the Fire Station is not realistic and Orono does not offer any actual evidence to support its empty assertions. First, Orono's statement that "there is no reason Orono would want to hinder services to any of its own citizens," does not actually demonstrate *how* the construction or expansion of Fire Station 2 will not hinder Long Lake's use of Fire Station 2.

Next, the Declarations of Chief Van Eyll and Orono City Administrator Adam Edwards do not provide sufficient detail—much less "unequivocal" certainty—supporting Orono's argument that the construction will not hinder or interfere with LLFD's use of Fire Station 2. Orono provided no report or findings from its architect, engineer or other expert, no details or blueprints regarding Orono's plan for construction, and no information regarding the proposed timeframe. Miner Decl. ¶ 18. Orono only states that this additional structure will be on or near the property, and close enough to Fire Station 2 to become an adjoining structure as soon as the Contract for Fire Protection ends. But it is entirely unclear how Orono intends to make this structure compatible with Fire Station 2, where the access points to the building(s) will be located, how ingress and

egress will work in connection with the additional structure, and how to address use inconsistencies that undoubtedly will come with different call responses and emergencies. Miner Decl. ¶ 19.

Orono attempts to flip the burden to Long Lake, stating that Long Lake has not “provided this Court with one scintilla of evidence” that Orono’s planned construction will violate the Court’s Order. Orono has sole possession of all of the evidence related to its proposed construction or expansion of Fire Station 2. Orono has not provided Long Lake with any details by which it could conduct an analysis and determine the effects on the LLFD. In fact, Long Lake only recently learned that Orono intends to build an additional structure on or near Fire Station 2. Miner Decl. ¶ 17. Long Lake hasn’t seen *any* plan for the proposed construction or expansion, and it has not been invited to be part of *any* conversations with Orono regarding the planned construction. Miner Decl. ¶ 18. But that does not change the fact that Long Lake can certainly forecast several issues that may be implicated by Orono plans to engage in major construction on or near Fire Station 2. In addition to the issues identified above, it is also possible that an “adjoining” structure may create issues with operating and maintaining the facility. Miner Decl. ¶ 20. Both of these items are Long Lake’s responsibility under the Contract for Fire Protection. Furthermore, if an adjoining expansion was created, it would likely be part of Fire Station 2 and under the operational control of Long Lake, pursuant to the Addendum to Contract for Fire Protection. Miner Decl. ¶ 21. The information Orono has provided Long Lake to date is nowhere near sufficient to address these issues.

Instead, Long Lake requests that Orono provide Long Lake with detailed plans for the proposed construction or expansion of Fire Station 2. Long Lake should then have sufficient time to allow its own expert to examine the plans and form an analysis as to whether the proposed construction would likely impact Long Lake’s use of Fire Station 2 and its ability to respond to

emergencies. Orono should not be permitted to commence any construction until it has obtained Long Lake's approval.

III. LONG LAKE'S MOTION SEEKS PROPER RELIEF FROM THE COURT

Long Lake requests that the Court issue an Order to Show Cause and find Orono in civil contempt due to its violations of the Court's July 14, 2023 Order. The trial court has inherently broad discretion to hold an individual in contempt when "the contemnor has acted 'contumaciously, in bad faith, and out of disrespect for the judicial process.'" *Time-Share Sys., Inc. v. Schmidt*, 397 N.W.2d 438 (Minn. App. 1986). Civil contempt is a process that allows the Court to enforce its orders. *Id.*

The court in *Hopp v. Hopp*, 156 N.W.2d 212 (1968) clearly explains the procedure and the trial judge's powers relative to civil contempt. To hold a party in civil contempt: (a) the ordering court must have jurisdiction of the subject matter and the person; (b) "the decree of the court" must clearly define the acts to be performed by a party to the proceedings; (c) the party directed to perform must have notice of the court's decree and a reasonable time to comply; (d) the party adversely affected by the alleged failure of party directed to comply must apply to the court for "aid in compelling performance, giving specific grounds for complaint;" (e) upon notice, a hearing must be conducted and at such hearing the party charged with nonperformance must be given an opportunity to show compliance or his reasons for failure; (f) the court after such a hearing should determine whether there was a failure to comply with the order and, if so, whether conditional confinement is reasonably likely to produce compliance fully or in part. Orono tries to distinguish this case stating it relates to family law. However, expedited rulings are as important, or even more important, in the context of temporary injunction orders. This Court has stated: "The service at issue here is the provision of lifesaving fire protection and emergency medical services to local citizens. Any impairment of Long Lake's ability to continue to perform as required under the FP

Contract could have devastating consequences for its ability to save the lives and homes of those living in its service area.” July 14, 2023 Order at 21.

Here, the Court issued the July 14, 2023 Order, giving Orono both notice and the opportunity to comply. Upon learning that Orono violated the Court’s Order, Long Lake moved for an Order to Show Cause, and filed and served motion documents and declarations demonstrating Orono’s violations. Long Lake has asked the Court to find Orono in civil contempt and issue sanctions. A hearing is set for November 8, 2023, in which Orono has an opportunity to “show compliance or his reasons for failure.” After the hearing, the Court will decide whether there was a failure to comply with the Court’s Order, and determine the appropriate relief.

Orono requests an additional hearing after November 8, 2023, and an additional court order after the Court issues its Order to Show Cause. Def. Mem. L. at 13. These proposed steps are unnecessary and duplicative. Orono cites *Mahady v. Mahady*, 448 N.W.2d 888, 891 (Minn. App. 1989), stating that the Court must first find Orono in “conditional contempt” and “set conditions” to allow the violating party “to purge himself of the contempt.” *Id.* This case is distinguishable because the violations alleged in the *Mahady* case were capable of being “purged.” *Mahady* involved the violation of a child support order. The court notes that it is permitted to set “purge condition” which allow the violating party to “purge himself” by compliance with the court’s order and end the sanction. *Id.* at 890.

Orono cannot purge itself of its violations of the Court’s July 14, 2023 Order. It has already recruited and hired Long Lake firefighters, and it has done so, “in bad faith, and out of disrespect for the judicial process.” *Time-Share Sys., Inc.*, 397 N.W.2d 438. The Court should use its broad and inherent authority to require that Orono demonstrate its compliance with the Court’s Order at the November 8, 2023 hearing, as contemplated by Minn. Stat. § 588.09, and if Orono fails to demonstrate its compliance, the Court should find Orono in civil contempt.

CONCLUSION

Orono and its representatives continue to act as if they are above the law. Nevertheless, Orono must answer to the Court in connection with its violations of the Court's July 14, 2023 Order. Orono and Fire Chief Van Eyll have admittedly recruited Long Lake firefighters—and have subsequently hired the same. This is a clear violation of the Court's Order, and Orono must be held accountable. Orono additionally plans to construct an expansion or additional structure on or near Fire Station 2, but has not shared any of its plans with Long Lake. These actions will invariably lead to a violation of the Court's Order and a breach of the Contract for Fire Protection. As such, Orono should be prohibited from commencing construction without Long Lake's consent. Orono's violations of the Court's Order cannot be explained away; Orono's violations of the Court's Order cannot be "purged." As such, Long Lake seeks a finding that Orono is in civil contempt.

Respectfully submitted,

LARKIN HOFFMAN DALY & LINDGREN, LTD.

Dated: November 1, 2023

s/Christopher H. Yetka

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